

**Posiflex Minimum Advertised Pricing Policy (MAP)
Effective August 1, 2012**

Posiflex, aka Posiflex Business Machines, Incorporated, 30869 Huntwood Avenue, Hayward, CA 94544, USA ("Posiflex") is hereby adopting a Minimum Advertised Price Policy ("MAP Policy") with regard to certain product to preserve its strong reputation as a premium brand, avoid destructive intra-brand channel conflict, and enhance pre and post sale service and support. The MAP Policy will apply to the prices ("MAP Prices") at which the products set forth on Schedule A to this MAP Policy may be publically advertised. This Policy applies to all Posiflex distributors, dealers and retailers, including, but not limited to Internet retailers, catalog sales and other forms of channel resellers (collectively, "Resellers") who resell products of Schedule A to resellers, retailers and end-users located in North America. Advertised pricing of covered Posiflex products must comply with this Policy in order to qualify for reseller status and remain eligible to represent, purchase or resell Posiflex any and all product included in Schedule A. Each reseller is free to independently set its actual resale price for any product. Posiflex' MAP Policy strictly covers advertised prices.

Definitions:

- Covered Advertising is any activity that references the Posiflex name or product model number or pictures or otherwise describes covered Posiflex products.

Covered Products means all products on the Posiflex MAP Product Price List. All Covered Products on the price list are subject to this Policy. The Posiflex MAP Product Price List is available at <http://www.posiflexusa.com> or available upon request.

- MAP means the Minimum Advertised Price as shown on the Posiflex MAP Product List.
- Program means any Posiflex promotion program communicated by an authorized representative of Posiflex which covers specific products for a defined program period with specific benefits and participation requirements.

Applicability:

This Policy applies to advertising by all categories of resellers, including without limitation:

- A. Distributors
- B. Channel Partners
- C. Resellers

This Policy applies to advertising described in the Covered Advertising section below. A list of Covered Products and their MAP Policy prices will be communicated to distributors and posted at www.posiflexusa.com on a regular basis.

Each distributor, channel partner and reseller is responsible for ensuring its advertising of Covered Posiflex Products complies with this Policy.

Authority

Posiflex alone is responsible for enforcing this Policy and will do so unilaterally.

If an advertisement for a Covered Product does not comply with this Policy, then the reseller and/or their selling distributor may forfeit their status as an approved Posiflex reseller which will impact their eligibility to purchase Posiflex product.

'Posiflex' designated MAP Policy Manager (see below) is the only person authorized by Posiflex to communicate MAP Policy updates, changes, or decisions. No other Posiflex representative or agent is authorized to confirm compliance with, discuss, or amend this Policy. Posiflex will not communicate with any reseller regarding another reseller's advertising practices. Please note that Posiflex does not entertain or discuss complaints from its resellers regarding another reseller's practices.

Posiflex has the right to change prices, change policy, and or delete Covered Products at any time.

This MAP Policy has been unilaterally adopted by Posiflex and will be uniformly enforced. The terms of this MAP Policy are not negotiable and will not be modified for any Reseller.

The MAP Policy:

- The MAP Policy applies only to the products set forth in Schedule A hereto and is not applicable to products not included on Schedule A. Posiflex will provide MAP Prices to Reseller via email and/or through the Posiflex website.
- Posiflex reserves the right in its sole discretion to modify or change MAP Pricing from time to time on (30) day notice to Resellers and to modify, suspend or discontinue the MAP Policy in whole or in part at any time. Modifications or changes in MAP Prices or the MAP Policy will be communicated to Resellers by a notice via email and/or as posted on the Posiflex website. It is the Reseller's responsibility to regularly check the Reseller Log-In area on the Posiflex website at www.posiflexusa.com for any modifications or changes in MAP Prices and MAP Policy.
- **This MAP Policy applies only to advertised prices for the products set forth on Schedule A from time to time and specifically does not apply to the price at which such products are actually sold or offered for sale (other than through the prohibited methods set forth herein) to prospective purchasers.** Resellers remain free to sell the products set forth on Schedule A at any prices they elect or to advertise such products at prices higher than the MAP Price established by Posiflex from time to time. Internet auctions may not display, or have reserved bid or other acceptable prices below the MAP Price.
- **The MAP Policy applies to:**

All advertisements or other promotional materials for the products set forth on Schedule A, as amended from time to time, set forth in any and all media, including, without limitation,

- Direct advertising such as catalogs, flyers, posters, mailers and inserts, direct mail pieces, and broadcast faxes, whether mailed, hand delivered, or shipped in-box with the product
- Coupons, Gift Cards and Rebates

- Print advertising such as newspapers, magazines, and print inserts.
- Broadcast or Internet advertising and Internet or similar electronic communications media, including websites, email, email newspapers, email solicitations, social networking sites (including, but not limited to YouTube, Facebook, Twitter), television, radio and public signage, banner, pop-up, pop-under ads.
- Electronic mail (e-mail) advertising. Any web pages that link from the e-mail are considered part of the e-mail advertisement.
- Any web site accessible to the public including traditional retailers, club membership sites, e-retailers, D-MAR sites, vendors, portals, shopping sites, auction sites, etc. Any “level” of a web site above the “shopping cart” is considered an advertisement.

The foregoing prohibitions are applicable to public displays including public signage, tradeshows, conventions or other similar assemblies. Internet auctions may not display, or have reserved bid or other acceptable prices below the MAP price.

- **The MAP Policy does not apply to:**
 - In-store merchandising: Any in-store advertising that is displayed only in a reseller’s commercial retail establishment and not distributed to any perspective customers. In-store displays, point of sale signs, hang tag, shelf-code, bar codes or other similar marks on products or product packaging which state the retail price are not prohibited for purposes of this MAP Policy.
 - A website shopping cart as long as the product was placed in the shopping cart by a customer who clicked or selected “order” or “add to cart” or a comparable command.
 - Responses to requests for pricing made either by email or telephonically. All Resellers must, however, retain a copy of the email or contemporaneous notes of the telephone conversation including the inquirer’s name and telephone number and provide a copy to Posiflex upon request.

Nothing contained in this MAP Policy shall prevent any Reseller from advertising any promotional program specifically authorized in writing by Posiflex. Offering free freight or advertising discounted prices for products that are bundled with third party products would not violate this MAP Policy and are not prohibited.

MAP Violations:

- a. In cases of a violation of the MAP Policy, a Reseller will be allowed twenty-four (24) hours to cure the violation. In the event the violation is not cured within the applicable time period, Posiflex reserves the right to withhold any orders destined for the Reseller until such time as the violation is cured.

- b. For a second violation, Posiflex, in addition to withholding orders, may suspend the Reseller's purchasing rights of products for a period of thirty (30) days.
- c. For a third violation, Posiflex may withhold orders and suspend the Reseller's purchasing rights indefinitely and/or terminate any agreement with the Reseller.

Posiflex is not seeking agreement from any Reseller to adhere to this MAP Policy. It is entirely within the discretion of the Reseller whether to comply or not. No employee or sales representative of Posiflex has the authority to modify this MAP Policy. Any questions about the MAP Policy or MAP Prices must be in writing and directed to 'Posiflex' MAP Policy Manager, Doyle Ledford, VP of Sales, Posiflex, 30689 Huntwood Avenue, Hayward, CA 94544.

Authorized Posiflex Distributors of products will supply a copy of this MAP Policy to any new or existing Reseller.